



VILLAGE OF KEY BISCAINE

Office of the Village Manager

Village Council

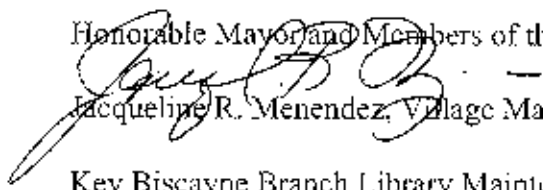
Robert Oldakowski, Mayor
Jorge E. Mendia, Vice Mayor
Martha Fdez-León Broucek
Camel Diaz-Castro
Mortimer Fried
James L. Peters
Robert L. Vernon

Village Manager

Jacqueline R. Menendez

DT: March 1, 2004

TO: Honorable Mayor and Members of the Village Council

FR: 
Jacqueline R. Menendez, Village Manager

RE: Key Biscayne Branch Library Maintenance and Landscaping Services

RECOMMENDATION

It is recommended that Village Council approve the accompanying ordinance which amends the Agreement by and between Miami-Dade County and the Village of Key Biscayne, to provide maintenance and landscape services at the Key Biscayne Branch Library for the Miami-Dade Public Library System.

BACKGROUND

In March 1994, the Village authorized the Village Manager to execute a contract with Miami-Dade County to provide landscaping maintenance, for which the Village would be paid a monthly fee of \$200.00. In April 1998, a new 2-year contract was approved, providing for a monthly fee of \$242.00.

On December 19, 1999, the Village executed an Interlocal Agreement with Miami-Dade County to increase the operating hours of the Key Biscayne Branch Library, which Agreement provided that the Village pay additional salary costs, including COLA and merit salary increases for library personnel, as well as cleaning service costs resulting from the increased operating hours. The annual budget and cost to the Village for these services since implementation has been approximately \$42,000.00. The cost of landscaping and maintenance services, as well as sprinkler system maintenance and 24-hour police protection has more than offset any additional personnel costs and by approving this Resolution, the Village will save the personnel costs it has been paying in the past.

RESOLUTION NO. 2004 -

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAYNE CONCERNING CONTINUED PROVISION BY COUNTY OF EXTENDED OPERATING HOURS AT THE KEY BISCAYNE BRANCH LIBRARY; PROVIDING FOR VILLAGE TO FURNISH LANDSCAPING MAINTENANCE SERVICES AT THE KEY BISCAYNE BRANCH LIBRARY TO THE COUNTY IN EXCHANGE FOR THE COUNTY'S CONTINUED PROVISION OF EXTENDED HOURS OF LIBRARY SERVICE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the attached Interlocal Agreement between Miami-Dade County (the "County") and the Village of Key Biscayne (the "Village") provides for the County to continue to provide extended hours of operation at the Key Biscayne Branch Library for the benefit of the Village and its residents in exchange for the Village providing landscape maintenance services at the Key Biscayne Branch Library for the benefit of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Interlocal Agreement Approved.** That the Interlocal Agreement, in substantially the form attached hereto, between the County and the Village, is hereby approved and the Village Manager is authorized to execute the Interlocal Agreement, on behalf of the Village, once approved as to legal form and sufficiency by the Village Attorney.

Section 3. **Effective Date.** That this resolution shall take effect immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of _____, 2004.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

F:/103.001/Resolution/Approving Interlocal Agreement Re Key Biscayne Branch Library



INTERLOCAL AGREEMENT

THIS AGREEMENT, is made and entered this _____ day of March, 2004, by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and the Village of Key Biscayne (the "Village").

WITNESSETH:

WHEREAS, the County and the Village desire to continue to provide landscaping services specifically for the Key Biscayne Branch Library; and

WHEREAS, the County and the Village desire to continue providing landscaping services specifically for the Key Biscayne Branch Library; and

WHEREAS, the Village of Key Biscayne is both qualified and experienced in the performance of these landscaping services,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, it is expressly understood and agreed:

ARTICLE I

SCOPE AND PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Miami-Dade Public Library System (the "Library") to continue to provide increased hours of operation at the Key Biscayne Branch Library. In exchange for maintaining the increased hours of operation, the Village agrees to provide certain landscaping maintenance services on the grounds of the Key Biscayne Branch Library at the same or at a greater level than that which is in place at the time this Agreement is executed.

PASSED AND ADOPTED this ____ day of _____, 2004.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

F:\103.001\Resolution\Approving Interlocal Agreement Re Key Biscayne Branch Library

ARTICLE II

RESPONSIBILITY OF THE PARTIES

1. The County agrees to maintain the Key Biscayne Branch Library operating as follows: 9:30 a.m. until 6:00 p.m. on Mondays, Thursday, Fridays, and Saturdays; 9:30 a.m. until 9:00 p.m. on Tuesday and Wednesdays; and 1:00 p.m. until 5:00 p.m. on Sundays from October through May only. This constitutes an increase from the Library's typical operating schedule at branch libraries. Specifically, this schedule constitutes an increase of 64 hours of monthly service to the operating schedule from October through May and an increase of 60 hours of monthly service from June through September.

2. In exchange for the operating schedule described in paragraph 1 above, the Village agrees to provide landscape maintenance services on the grounds of the Key Biscayne Branch Library, as shown in the attached Exhibit A.

3. The Village agrees to provide landscape maintenance services at the same or at a greater level than that which is in place at the Key Biscayne Branch Library at the time this Agreement is executed.

4. The Village agrees to provide landscape maintenance service, which includes but is not limited to all labor, plants, supervision, material, supplies, irrigation system maintenance, equipment, fertilizer, pesticides, and expertise necessary for proper maintenance of the grass, shrubs, and trees surrounding the Key Biscayne Branch Library.

5. The Village further agrees to perform the following routines and schedules:

- A. Twelve (12) regular monthly services each year, to include but not be limited to litter pick-up and removal, pruning shrubbery and ground-cover plants, tree maintenance, weed control, disease, and pest control and plant replacement;
- B. Turf grass mowing and edging service twenty-two (22) times annually; and
- C. Fertilization service two (2) times annually.

ARTICLE III

TERM

The term of this Agreement shall be effective from October 1, 2004 and shall continue with automatic renewal every one-year period until terminated or canceled as provided herein.

Either party, through the Village Manager or the County Manager, may terminate or cancel this Agreement by written notice delivered to the other, but such notice must be delivered at least sixty (60) days prior to October 1 of each year, said cancellation or termination to take effect on October 1 of that year. If the Agreement is so canceled, the County may require the Village to complete any landscaping installation work in progress at the time of the cancellation.

ARTICLE IV

INDEMNIFICATION

Subject to the limitations and restrictions of Sec. 768.28, F.S., the Village shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its

officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Village or its employees, agents, servants, principals, or subcontractors. The Village shall pay all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees, which may issue thereon, in accordance with this Article. The Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Village shall in no way limit the responsibility to indemnify, keep and save harmless and defend the county or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE VII

AGREEMENT'S EFFECT ON OTHER AGREEMENTS; ENTIRE AGREEMENT

This Agreement supersedes only those prior agreements between the parties that explicitly relate to the matters addressed herein. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, written or oral, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE VIII

REPRESENTATIONS OF THE PARTIES

The County and the Village represent that this Agreement has been duly authorized, executed, and delivered by their respective governing boards. The County and the Village further represent that each has the required power and authority necessary to perform the obligations described in this Agreement.

ARTICLE IX

AMENDMENT TO THE AGREEMENT

This Agreement may be modified, altered or amended only by written amendment executed by the County Manager and the Village Manager, or where appropriate by the Board of County Commissioners and the Village Council.

ARTICLE X

NOTICE

It is understood and agreed between the parties that written notice addressed to the following parties and addresses shall constitute sufficient notice under this Agreement:

To the County: Raymond Santiago, Director
c/o Miami-Dade County
Library Department
101 West Flagler Street
Miami, Florida 33130

To Village: Jacqueline R. Menendez
Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

ARTICLE XI

COUNTERPARTS

This Agreement is signed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
respective and duly authorized officers on the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
County Manager

ATTEST:

Harvey Rubin
Clerk of the Board

Approved as to form and legal sufficiency:

Assistant County Attorney

by: _____
Deputy Clerk

VILLAGE OF KEY BISCAYNE, FLORIDA
BY ITS VILLAGE COUNCIL

By: _____
Village Manager

ATTEST:

by: _____
Village Clerk

Approved as to form and legal sufficiency:

Village Attorney